

### **REMARKS**

The present Amendment is in response to the Office Action dated March 18, 2003 in reference to the above-identified application. The Examiner set a shortened statutory period for reply of three (3) months, making the present Amendment due by June 18, 2003. Filed concurrently herewith is a request for a three-month extension of time so that the present Amendment is due by September 18, 2003.

In the Office Action, claims 1-29 are pending and have been rejected or objected by the Examiner. More specifically, Claim 17 is rejected under 35 U.S.C. § 112, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention. Additionally, claims 1-14, 18-22 and 26-29 are rejected under 35 U.S.C. § 102(e) as being anticipated by U.S. Patent No. 6,155,578 issued to Patterson. Also in the Office Action, the Examiner has rejected claims 17 and 25 under 35 U.S.C. § 103(a) as being unpatentable over Patterson in view of U.S. Patent No. 5,499,837 to Hale et al.

Applicant notes with appreciation that the Examiner has indicated that claims 15, 16, 23 and 24 would be allowable if rewritten in independent form including all of the limitations of the base claim and any intervening claims. Accordingly, Applicant notes for the Examiner's attention the addition of new independent claim 30, which is essentially original claim 15 rewritten into independent form and claim 31 depending therefrom, which essentially contains the subject matter of original claim 16. Similarly, Applicant has added new independent claim 32, which is essentially original claim 23 rewritten into independent form and claim 33 depending therefrom, which essentially contains the subject matter of original claim 24.

Before turning to the substantive rejections and the other amendments made to the claims, Applicant notes for the Examiner's attention that various amendments have been made to the specification. Specifically, Applicant has changed every occurrence of the word "disk" to "disc" so as to be consistent throughout the application.

Turning first to the technical rejection to claim 17 under 35 U.S.C. § 112, Applicant has amended the claim so as to correct the insufficient antecedent basis for "the openings."

Turning next to the amendments to the claims and the rejections based on 35 U.S.C. § 102, Applicant submits that independent claims 1 and 9 have been amended to overcome the Examiner's rejections based upon the Patterson reference. Particularly, claim 1 has been amended recite that the coupling member is movable between a "primary orientation" and a "secondary orientation", which is different from the first orientation. Further, claim 1 has been amended to recite that when the latch is moved into the "unlocked state" the rider is able to "freely rotate" the coupling member "about a majority of an arc of a circle." Claim 9 has been amended to further recite the latch associated with the base member and the coupling member and that the latch, when moved into the "unlocked state", permits the "uninhibited rotation of the coupling member relative to said base member".

Applicant submits that Patterson does not teach a coupling member that is "freely rotatable" about the majority of an arc of a circle. Nor does Patterson teach a coupling member that is permitted "uninhibited rotation" when in the unlocked state. Rather Patterson teaches coupling member 38 that is only freely rotatable to an adjacent lockable position, which is less than the majority of the arc of a circle. Specifically, as

discussed in the reference, "the detent 70 is inwardly slideable until a forward portion 82 of the detent inner portion 74 enters and engages an aligned radial notch" (Col. 6, lines 55-57). Accordingly, due to the inwardly biased nature of the Patterson latch 70, the coupling member is only freely rotatable to the adjacent locking position. In addition, as shown in Figures 3, 5, 7, 11, 13, and 15, the longest arcuate path for which the Patterson coupling member is freely rotatable is half of the arc of a circle.

On the other hand, with respect to the present invention, when the coupling member is unlocked, it is free to rotate a full 360° to return back to its original locked state. This capability provides a distinct advantage over the Patterson apparatus because it offers the rider the ability to freely move the coupling member, and thus his/her boot, outside of the locked position providing the rider with a far better ability to negotiate around objects, such as protruding rocks or garbage, as well as to enable the rider to quickly and conveniently adjust the orientation of the boot to compensate for the changing terrain and slope of the mountain while "skating" the snowboard to his/her intended destination. Accordingly, due to the construction of the present apparatus, once the rider unlocks the coupling member, he/she may freely rotate the coupling member as needed without having to repeatedly unlock the latch.

Based upon the foregoing amendments to independent claims 1 and 9, Applicant believes that claims 1 and 9 are in condition for allowance. Due to these amendments, claim 13 was cancelled and claim 14 has been amended to change the dependency of the claim. Further Applicant believes that the respective claims depending from claims 1 and 9 are now also in condition for allowance.

Along these same lines, Applicant submits that the Patterson apparatus does not provide a coupling member that, when in the unlocked state, permits the “relative rotation” of the coupling member with respect to the base member. The American Heritage Dictionary of English Language defines “rotation” as:

- 1a.** The act or process of turning around a center or an axis.
- 1b.** A single complete cycle of such motion.

The American Heritage Dictionary of English Language, (4<sup>th</sup> Ed. 2000). With this definition in mind, then, it may be seen that although the Patterson coupling member is rotatable from one locking position to an adjacent locking position, it is not capable of freely completing an entire rotation about a center or axis when in the unlocked state. Indeed, in column 5, lines 27-35, the reference specifically states:

the mount is rotatable to at least one *other* lockable position for orienting the secured binding 12 approximately or more closely parallel to the snowboard's longitudinal axis 23 between snowboarding runs, and is further rotatable to the original locked position for accurately orienting the secured binding 12 to its initial preset orientation for snowboarding runs. (emphasis added).

Accordingly, as disclosed, the Patterson coupling member, at most, can only complete half of a rotation and thus is not capable of relative rotation to the base member.

Based upon the foregoing, independent claim 19 has been amended to further recite that the latch, when in the locked state, locks the coupling member “against relative rotation” and, when in the unlocked state, permits “relative rotation” between the coupling member and the base member. Due to this amendment, claim 21 has been cancelled and claim 22 has been amended to change the dependency of the claim.

Claim 28 remains essentially in its original form and is believed to be allowable over Patterson due primarily to the step of the method that recites "constraining the coupling member from rotation about a rotational axis that is perpendicular to the support surface." Based upon the foregoing, Applicant believes that independent claims 19 and 28, as well as their respective dependent claims, are in condition for allowance.

Applicant notes for the Examiner's attention that in an effort to further clarify the limitation set forth in claim 29, the claim has been amended to further recite that there is "uninhibited" rotation between the first rotational position and the "selected second rotational position".

Finally, Applicant has added new independent claims 34 and 35, which each now recite that the latch includes "a shaft portion that is geometrically congruent" with the latch bore formed in the base member and "a head portion that is geometrically congruent" with the latch bore formed in the coupling member. Patterson does not disclose a latch structure wherein the head portion is geometrically congruent with the bore in the coupling member. Furthermore, the ordinarily skilled person would not be motivated to modify the latch structure disclosed in Patterson so as to have a head portion that is geometrically congruent to the bores formed in the coupling member.

Due to this Amendment, a new filing fee calculation is provided, as follows:

Maximum Total Claims This Amendment		Total Claims Previously Paid For	
33	-	29	= 4 x \$ 9.00 = \$36.00
Total Independent Claims Per This Amendment		Maximum Independent Claims Previously Paid For	
9	-	5	= 4 x \$42.00 = \$168.00

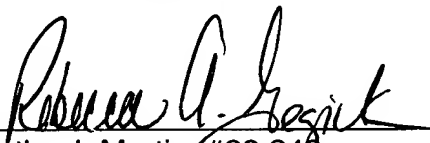
Additional Filing Fee Due \$204.00

Accordingly, our check no. 18015 in the amount of \$204.00 is enclosed. The Commissioner is hereby authorized to charge any deficiency in the payment of the required fee(s) or credit any overpayment to Deposit Account No. 13-1940.

Based on the foregoing, Applicant submits that the present application is in complete condition for allowance, and action to that end is courteously solicited. If any issues remain to be resolved prior to the granting of this application, the Examiner is requested to contact the undersigned attorney for the Applicant at the telephone number listed below.

Respectfully submitted,

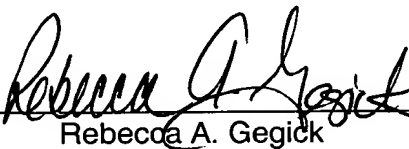
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**CERTIFICATE OF MAILING UNDER 37 C.F.R. 1.8**

I hereby certify that the foregoing **AMENDMENT (29 pages)**, and **Check No. 18015 in the amount of \$204.00** is being deposited with the United States Postal Service as first-class mail in an envelope addressed to Mail Stop Fee Amendment, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450 on this 18<sup>th</sup> day of September, 2003.

  
Rebecca A. Gegick

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